[English Translation]

Koukaryoku PHY Service Terms and Conditions

Chapter 1 General Provisions

Article 1 (Application of Terms and Conditions)

1. These Koukaryoku PHY Service Terms and Conditions (these "Terms and Conditions") are the Terms and Conditions by Service applicable to the Basic Service, "Koukaryoku PHY Service" (the "Basic Service") and its Optional Services (collectively, the "Services") which SAKURA internet Inc. (the "Company") provides, and Chapter 1 constitutes the Basic Service Terms and Conditions and Chapter 2 constitutes the Optional Service Terms and Conditions.
2. A user of the Services (the "User") shall comply with the Basic Terms and Conditions and these Terms and Conditions that the Company sets forth. The Basic Terms and Conditions together with these Terms and Conditions shall apply to the Services.

Article 2 (Basic Service)

1. The Basic Service is a service in which the Company provides a function of one (1) server equipment that the Company has installed in the Company's data center exclusive to the User. The Basic Service shall respond to a connection with multiple server equipment for Company's other services. The Basic Service is a service different from "Koukaryoku Series" of "SAKURA Dedicated Server Service" and "Koukaryoku Plan" of "SAKURA Cloud Service."

Article 3 (Application)

1. In the Services, an upper limit is set on the quantity that the User may apply for. The User may not apply for use of the Services in quantity exceeding the said upper limit.
2. In addition to the provisions of conclusion of the Use Contract in the Basic Terms and Conditions, if the Company determines that the Applicant falls under any of the following items, the Company may refuse to accept the application. If the Company refuses to accept the application, the Company shall promptly notify the Applicant to that effect but have no obligation to disclose the reason for the refusal.
   (1) if the Applicant is listed in the End User List which the Economy, Trade and Industry Ministry sets forth, the Denied Persons List or the Entity List which Bureau of Industry and Security sets forth or other lists equivalent to them, if the Applicant is a company, a citizen or a resident of an embargoed country or a trade sanctioned country, or, besides, if provision of the Services to the Applicant by the Company falls under, or may fall under, violation of the "Foreign Exchange and Foreign Trade Act" and laws and regulations

relating to export and import including the US Export Administration Regulations.

Article 4 (Payment Deadline)

1. The User shall pay the Usage Fees for the period from the 1st day to the last day of every month by the last day of the preceding month; provided, however, that as for the first payment following the conclusion of the Use Contact, the User shall pay the continuous usage fee for two (2) months within two (2) weeks from the conclusion date of the Use Contract. Further, if the continuous usages fee on a pro-rata basis for the period from the day corresponding to the use start date in the month two months following the month to which the use start date belongs to the last day of the said month accrue, then the User shall pay the usage fees no later than the last day of the month following the month to which the use start date belongs.

Article 5 (Contract Period and Termination)

1. Notwithstanding the provisions of a contract period and termination in the Basic Terms and Conditions, the User may select an initial contract period (the "Initial Contract Period") from the following items:
   (1) two (2) months from the use start date;
   (2) until the last day of the month in which one (1) year has elapsed since the use start date; or
   (3) until the last day of the month in which three (3) years have elapsed since the use start date.
2. Notwithstanding the provisions of the minimum use period in the Basic Terms and Conditions, the User may not terminate the Use Contract of the Services during the Initial Contract Period.
3. After the Initial Contract Period has elapsed, unless the User expresses its intention to terminate the contract in a manner that the Company prescribes no later than the 20th day of the month immediately preceding the month in which the contract is supposed to terminate, the Use Contract shall be automatically renewed for another one (1) month each, and the same shall apply after the renewal; provided, however, that if the User selects the Initial Contract Period in Paragraph 1, Item 1 and does not express its intention to terminate the contract no later than 20th day of the month immediately preceding the month in which the contract is supposed to terminate, then the Use Contract shall be automatically renewed for a period from the day following the termination date of the Initial Contract Period until the last day of the said month, and after the following month, unless the User expresses its intention to terminate the contract in a manner that the Company prescribes no later than 20th day of the month immediately preceding the month in which the contract is supposed to terminate, the Use Contract shall be automatically renewed for another one (1) month each,

and the same shall apply to the renewal.

4. After the Initial Contract Period has elapsed, the User may, by giving notice to the Company in a manner that the Company prescribes within a period from the 1st day to the 20th day of every month, terminate the Use Contract without renewing the contract effective as of the last day of the month following the month in which the User gave the notice, or, by giving notice to the Company within a period from the 21st day to the last day of every month, effective as of the last day of the month following the month in which the User gave the notice; provided, however, that if the User has already paid all or part of the future fees, the Use Contract shall terminate on the termination date of the period for which the User has paid the fees.

Article 6 (Prohibited Matters)

1. In addition to the provisions of the prohibited matters in the Basic Terms and Conditions, the User shall not conduct an act which falls under, or may fall under, any of the following items:
   (1) an act to cause a third party to use the Services without the Company's prior consent;
   (2) an act to cause a third party listed in the End User List which the Economy, Trade and Industry Ministry sets forth, the Denied Persons List or the Entity List which Bureau of Industry and Security sets forth or other lists equivalent to them, or a company, a citizen or a resident of an embargoed country or a trade sanctioned country, to use the Services, or an act to use the Services in a manner to violate the "Foreign Exchange and Foreign Trade Act" and laws and regulations concerning export and import including the US Export Administration Regulations;
   (3) an act to use the Services for the purposes of or in a manner of deceiving, confusing or manipulating their mind of others such as spreading false information, misinformation or biased information;
   (4) an act to use the Services for the purposes of or in a manner of encouraging or facilitating a crime;
   (5) an act to use the Services for the purposes or in a manner to discriminate and harass others based on race, ethnicity, religion, nationality, origin, gender, gender identity, sexual orientation, age, existence or non-existence of disability, disease or the like, or to infringe the human rights of others; or
   (6) an act to use the Services for the purposes of developing, manufacturing, using devices of mass destruction or conventional weapon and the like, or other military purposes (excluding those concerning Japanese defense purposes).

Article 7 (Third Party's Use of the Services)

1. Notwithstanding the provisions of third party's use of the Services in the Basic Terms and Conditions, the User may not cause the End User to use the Services (regardless of with or without charge, including, but not limited to, a case where the User issues ID/account/password and the like to the End User for its use) without the Company's prior consent.
2. If the User causes the End User to use the Services with the Company's prior consent, then the User shall assume obligations to make the End User comply with the Basic Terms and Conditions which the Company sets forth and these Terms and Conditions. In this case, the Company shall not assume any obligation or liability under the Use Contract to the End User.
3. The User agrees that any act (including omission) which the End User has conducted in the Services shall be deemed to be an act which the User has conducted, regardless of whether the User has been involved in the act, and the User shall assume all civil liabilities and obligations for the End User's act to the Company and third parties (including those that the End User assumes to the Company and third parties).

Article 8 (Quality Assurance)

1. The Company shall provide a quality assurance for the Basic Service in accordance with "Service Level Agreement for Koukaryoku PHY (SLA)" that the Company sets forth on the Service Site.

Chapter 2 Optional Service Rules

Section 1 Firewall Service (the "Optional Service" in this Section)

Article 9 (Application)

1. The User may apply for the Optional Service only if the User is using "Exclusive Global Network" set forth in Section 2 or the User applies for the Optional Service at the same time as "Exclusive Global Net Work;" provided, however, that if the User is using the Company Designating Service, this shall not apply.

Article 10 (Warranty)

1. The Company shall not warrant in any sense whatsoever that the Company may prevent a threat of attacks and the like against the User Server Equipment by the Optional Service.

Section 2 Exclusive Global Network (the "Optional Service" in this Section)

Article 11 (Service)

1. The Optional Service is a service to build a segment exclusive for the User on the side of the Internet line by using VLAN (Virtual Local Area Network) and let the User use it.

2. The User itself shall manage the exclusive segment.

Section 3 Hybrid Connection (the "Optional Service" in this Section)

Article 12 (Application)

1. Only the User who is using each of the Basic Services of "SAKURA Dedicated Server Service," "SAKURA VPS Service," "SAKURA Cloud Service," "Housing Service," "Remote Housing Service" and "Koukaryoku PHY Service" (collectively, the "Option Applicable Services") may apply for the Optional Service.

Article 13 (Payment of Fees)

1. Notwithstanding the provisions of Article 4, the User shall pay the first fees for use of the Optional Service by the last day of the month following the month to which the use start date belongs.
2. The User may re-designate the payment method of fees for the Optional Service from among the methods that the Company prescribes and furthermore, may select to pay the fees for the Optional Service, combined with any of the invoices of the payment for the Option Applicable Services (excluding "SAKURA Cloud Service") to which the User applies the Optional Service, in the method the User has selected in the said service.

Article 14 (Termination)

1. Even if all of the User's Use Contracts of the User for the Option Applicable Services terminate or are terminated, the contract for the Optional Service shall remain in force, and the termination of the Optional Service shall be in accordance with the procedures that the Company prescribes pursuant to the Basic Terms and Conditions.

Section 4 Upgrade of Line (the "Optional Service" in this Section)

Article 15 (Service)

1. The Optional Service is a service in which the Company changes the line provided in the Basic Service to an upgraded line by expansion of bandwidth or other means and provides it. The plan of the Optional Service shall be set forth on the Service Site.
2. If the User desires to change the plan, the User may apply for change on or after the first day of the month following the month to which the day on which two (2) months have passed since the use start date of the Optional Service belongs.

Article 16 (Deadline of Payment of Fees)

1. With respect to the first fee concerning the use of the Optional Service, notwithstanding the provision of Article 4, the User shall pay the continuous usage fee for the period from the use start date until the last day of the month to which the day on which two (2) months have passed belongs by the last day of the month following the month to which the use start date belongs except in the case where the User applies for the Optional Service at the same time as the Basic Service.

Supplementary Provision

Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of the Koukaryoku PHY Service Terms and Conditions which applied on and after January 25, 2024, and shall apply on and after July 1, 2024 pursuant to the provisions on the amendment to the terms and conditions in the Basic Terms and Conditions.

[Note: This is the Company's translation of the original Japanese Terms and Conditions dated July 1, 2024 for reference purpose only, which may be different from the latest original Japanese Terms and Conditions. For the purposes of the Use Contract, please be sure to see the latest original Japanese Terms and Conditions as well.]